

FORM PTO-1594
(Rev. 6-93)
OMB No. 0651-0011 (exp. 4/94)

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

CyberMedia, Inc.

- Individual(s)
- General Partnership
- Corporation-State California
- Other
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance: Correction to ID Number 102244889

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: October 17, 1996

2. Name and address of receiving party(ies):

Name: Cybermedia, Inc.

Internal Address: _____

Street Address: 3965 Freedom Circle

City: Santa Clara State: CA ZIP: 95054

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State Delaware
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

(Designations must be a separate document from assignment)

Additional name(s) & address(es) attached? Yes No

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,278,258 OIL CHANGE

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Joseph G. Adams

Internal Address: Wilson, Sonsini, Goodrich & Rosati

Street Address: 850 Page Mill Road

City: Palo Alto State: CA ZIP: 94304-1050

6. Total number of applications and registrations involved:.....1

7. Total fee (37 CFR 3.41)..... \$ 40.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

23-2415 Attn: 18974-TM1188

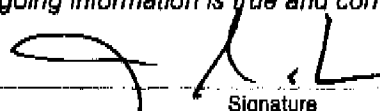
(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Joseph G. Adams
Name of Person Signing



Signature

2-3-2003
Date

Total number of pages including cover sheet, attachments, and document: 11

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

FORM PTO-1594
(Rev. 6-93)
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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

10-09-2002



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ICE

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102244889

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): FINANCE SECTION

CyberMedia, Inc.

10-7-02

- Individual(s)
- General Partnership
- Corporation-State California
- Other

- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies):

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Internal Address: _____

Street Address: 3965 Freedom Circle

City: Santa Clara State: CA ZIP: 95054

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State Delaware
- Other _____

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(Designations must be a separate document from assignment)

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B. Trademark Registration No.(s)

2,278,258 OIL CHANGE

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Enclosed

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23-2415 Attn: 18974-TM1188

(Attach duplicate copy of this page if paying by deposit account)

10/08/2002 TDIARZ1 00000197 2278258

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9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Joseph G. Adams

Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and document: 11

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

TRADEMARK
REEL: 002605 FRAME: 0337

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 02:00 PM 10/17/1996
960302142 - 2636886

**AGREEMENT AND PLAN OF MERGER
OF CYBERMEDIA, INC.
A DELAWARE CORPORATION
AND
CYBERMEDIA, INC.
A CALIFORNIA CORPORATION**

THIS AGREEMENT AND PLAN OF MERGER dated as of October 17, 1996, (the "Agreement") is between CyberMedia, Inc., a Delaware corporation ("CyberMedia-Delaware") and CyberMedia, Inc., a California corporation ("CyberMedia-California"). CyberMedia-Delaware and CyberMedia-California are sometimes referred to herein as the "Constituent Corporations."

RECITALS

A. CyberMedia-Delaware is a corporation duly organized and existing under the laws of the State of Delaware and has an authorized capital of 62,835,654 shares, 50,000,000 of which are designated "Common Stock," \$.01 par value, and 12,835,654 of which are designated "Preferred Stock" \$.01 par value. Of such authorized shares of Preferred Stock, 4,726,129 shares are designated "Series A Preferred Stock," 6,371,429 shares are designated "Series B Preferred Stock," and 1,666,667 shares are designated "Series C Preferred Stock." As of the date hereof, 500 shares of Common Stock were issued and outstanding, all of which were held by CyberMedia-California. No shares of Preferred Stock were outstanding.

B. CyberMedia-California is a corporation duly organized and existing under the laws of the State of California and has an authorized capital of 32,835,654 shares, 21,666,667 of which are designated "Common Stock," .01 par value and 12,835,654 of which are designated "Preferred Stock," .01 par value. Of such authorized shares of Preferred Stock, 4,726,129 shares are designated "Series A Preferred Stock," 6,442,858 shares are designated "Series B Preferred Stock," and 1,666,667 shares are designated "Series C Preferred Stock." As of the date herein, 2,434,025 shares of Common Stock (after giving effect to the reverse 1 for 2 stock split effected on August 21, 1996) were issued and outstanding, 3,038,515 shares of Series A Preferred Stock were issued and outstanding, and all authorized shares of Series B Preferred Stock and Series C Preferred Stock were issued and outstanding.

C. The Board of Directors of CyberMedia-California has determined that, for the purpose of effecting the reincorporation of CyberMedia-California in the State of Delaware, it is advisable and in the best interests of CyberMedia-California that CyberMedia-California merge with and into CyberMedia-Delaware upon the terms and conditions herein provided.

D. The respective Boards of Directors of CyberMedia-Delaware and CyberMedia-California have approved this Agreement and have directed that this Agreement be submitted to a vote of their respective stockholders and executed by the undersigned officers

NOW, THEREFORE, in consideration of the mutual agreements and covenants set forth herein, CyberMedia-Delaware and CyberMedia-California hereby agree, subject to the terms and conditions hereinafter set forth, as follows:

I. MERGER

1.1 **Merger.** In accordance with the provisions of this Agreement, the Delaware General Corporation Law and the California General Corporation Law, CyberMedia-California shall be merged with and into CyberMedia-Delaware (the "Merger"), the separate existence of CyberMedia-California shall cease and CyberMedia-Delaware shall be, and is herein sometimes referred as, the "Surviving Corporation," and the name of the Surviving Corporation shall be CyberMedia, Inc.

1.2 **Filing and Effectiveness.** The Merger shall become effective when the following actions shall have been completed:

(a) This Agreement and Merger shall have been adopted and approved by the stockholders of each Constituent Corporation in accordance with the requirements of the Delaware General Corporation Law and the California General Corporation Law;

(b) All of the conditions precedent to the consummation of the Merger specified in this Agreement shall have been satisfied or duly waived by the party entitled to satisfaction thereof;

(c) An executed Agreement and Plan of Merger meeting the requirements of the Delaware General Corporation Law shall have been filed with the Secretary of State of the State of Delaware; and

The date and time when the Merger shall become effective, as aforesaid, is herein called the "Effective Date of the Merger."

1.3 **Effect of the Merger.** Upon the Effective Date of the Merger, the separate existence of CyberMedia-California shall cease and CyberMedia-Delaware, as the Surviving Corporation, (i) shall continue to possess all of its assets, rights, powers and property as constituted immediately prior to the Effective Date of the Merger, (ii) shall be subject to all actions previously taken by its and CyberMedia-California's Board of Directors, (iii) shall succeed, without other transfer, to all of the assets, rights, powers and property of CyberMedia-California in the manner more fully set forth in Section 259 of the Delaware General Corporation Law, (iv) shall continue to be subject to all of the debts, liabilities and obligations of CyberMedia-Delaware as constituted immediately prior to the Effective Date of the Merger, and (v) shall succeed, without other transfer, to all of the debts, liabilities and obligations of CyberMedia-California in the same manner as if CyberMedia-Delaware had itself incurred them, all as more fully provided under the applicable provisions of the Delaware General Corporation Law and the California Corporations Code.

II. CHARTER DOCUMENTS, DIRECTORS AND OFFICERS

2.1 **Certificate of Incorporation.** The Certificate of Incorporation of CyberMedia-Delaware as in effect immediately prior to the Effective Date of the Merger shall continue in full force and effect as the Certificate of Incorporation of the Surviving Corporation until duly amended in accordance with the provisions thereof and of applicable law.

2.2 **Bylaws.** The Bylaws of CyberMedia-Delaware as in effect immediately prior to the Effective Date of the Merger shall continue in full force and effect as the Bylaws of the Surviving Corporation until duly amended in accordance with the provisions thereof and applicable law.

III. MANNER OF CONVERSION OF STOCK

3.1 **CyberMedia-California Common Shares.** Upon the Effective Date of the Merger, each share of CyberMedia-California Common Stock, .01 par value, issued and outstanding immediately prior thereto shall by virtue of the Merger and without any action by the Constituent Corporations, the holder of such shares or any other person, be converted into and exchanged for one fully paid and nonassessable share of Common Stock, \$.01 par value, of the Surviving Corporation. No fractional share interests of Surviving Corporation Common Stock shall be issued.

3.2 **CyberMedia-California Preferred Shares.**

(a) Upon the Effective Date of the Merger, each share of Series A Preferred Stock, Series B Preferred Stock, Series C Preferred Stock of CyberMedia-California .01 par value, issued and outstanding immediately prior to the Merger, which shares are convertible into such number of shares of CyberMedia-California Common Stock as set forth in the CyberMedia-California Articles of Incorporation, as amended, shall by virtue of the Merger and without any action by the Constituent Corporations, the holder of such shares or any other person, be converted into or exchanged for one fully paid and nonassessable share of Series A Preferred Stock, Series B Preferred Stock, and Series C Preferred Stock of the Surviving Corporation, \$.01 par value, respectively, having such rights, preferences and privileges as set forth in the Certificate of Incorporation of the Surviving Corporation, which shares of Preferred Stock shall be convertible into the same number of shares of the Surviving Corporation's Common Stock, \$.01 par value, as such share of CyberMedia-California Preferred Stock was so convertible into immediately prior to the Effective Date of the Merger, subject to adjustment pursuant to the terms of the Certificate of Incorporation of the Surviving Corporation.

3.3 **CyberMedia-California Options, Stock Purchase Rights and Convertible Securities.**

(a) Upon the Effective Date of the Merger, the Surviving Corporation shall assume the obligations of CyberMedia-California under, and continue, the option plans (including without limitation the CyberMedia-California's Amended 1993 Stock Plan, the 1996 Employee Stock

Purchase Plan and the 1996 Director Option Plan), and all other employee benefit plans of CyberMedia-California. Each outstanding and unexercised option, other right to purchase, or security convertible into, CyberMedia-California Common Stock or CyberMedia-California Preferred Stock (a "Right") shall become, subject to the provisions in paragraph (c) hereof, an option, right to purchase or a security convertible into the Surviving Corporation's Common Stock or Preferred Stock, respectively, on the basis of one share of the Surviving Corporation's Common Stock or Preferred Stock, as the case may be, for each one share of CyberMedia-California Common Stock or Preferred Stock, as the case may be, issuable pursuant to any such Right, on the same terms and conditions and at an exercise price equal to the exercise price applicable to any such CyberMedia-California Right at the Effective Date of the Merger. This paragraph 3.3(a) shall not apply to outstanding shares of CyberMedia-California Common Stock or Preferred Stock. Such outstanding shares of Common Stock and Preferred Stock are subject to paragraph 3.1 and 3.2, respectively, hereof.

(b) A number of shares of the Surviving Corporation's Common Stock and Preferred Stock shall be reserved for issuance upon the exercise of options, stock purchase rights and convertible securities equal to the number of shares of CyberMedia-California Common Stock and CyberMedia-California Preferred Stock so reserved immediately prior to the Effective Date of the Merger.

(c) The assumed Rights shall not entitle any holder thereof to a fractional share upon exercise or conversion (unless the holder was entitled to a fractional interest immediately prior to the Merger). In lieu thereof, any fractional share interests to which a holder of an assumed Right (other than an option issued pursuant to CyberMedia-Delaware's Amended and Restated 1993 Stock Plan, 1996 Employee Stock Purchase Plan, and 1996 Director Option Plan) would otherwise be entitled upon exercise or conversion shall be aggregated (but only with other similar Rights which have the same per share terms). To the extent that after such aggregation, the holder would still be entitled to a fractional share with respect thereto upon exercise or conversion, the holder shall be entitled upon the exercise or conversion of all such assumed Rights pursuant to their terms (as modified herein), to one full share of Common Stock or Preferred Stock in lieu of such fractional share. With respect to each class of such similar Rights, no holder will be entitled to more than one full share in lieu of a fractional share upon exercise or conversion.

Notwithstanding the foregoing, with respect to options issued under the CyberMedia-California's Amended and Restated 1993 Stock Plan that are assumed in the Merger, the number of shares of Common Stock to which the holder would be otherwise entitled upon exercise of each such assumed option following the Merger shall be rounded down to the nearest whole number and the exercise price shall be rounded up to the nearest whole cent. In addition, no "additional benefits" (within the meaning of Section 424(a)(2) of the Internal Revenue Code of 1986, as amended) shall be accorded to the optionees pursuant to the assumption of their options.

3.4 CyberMedia-Delaware Common Stock. Upon the Effective Date of the Merger, each share of Common Stock, \$01 par value, of CyberMedia-Delaware issued and outstanding

immediately prior thereto shall, by virtue of the Merger and without any action by CyberMedia-Delaware the holder of such shares or any other person, be cancelled and returned to the status of authorized but unissued shares.

3.5 Exchange of Certificates. After the Effective Date of the Merger, each holder of an outstanding certificate representing shares of CyberMedia-California Common Stock or Preferred Stock may be asked to surrender the same for cancellation to an exchange agent, whose name will be delivered to holders prior to any requested exchange (the "Exchange Agent"), and each such holder shall be entitled to receive in exchange therefor a certificate or certificates representing the number of shares of the Surviving Corporation's Common Stock or Preferred Stock, as the case may be, into which the surrendered shares were converted as herein provided. Until so surrendered, each outstanding certificate theretofore representing shares of CyberMedia-California Common Stock or Preferred Stock shall be deemed for all purposes to represent the number of shares of the Surviving Corporation's Common Stock or Preferred Stock, respectively, into which such shares of CyberMedia-California Common Stock or Preferred Stock, as the case may be, were converted in the Merger.

The registered owner on the books and records of the Surviving Corporation or the Exchange Agent of any such outstanding certificate shall, until such certificate shall have been surrendered for transfer or conversion or otherwise accounted for to the Surviving Corporation or the Exchange Agent, have and be entitled to exercise any voting and other rights with respect to and to receive dividends and other distributions upon the shares of Common Stock or Preferred Stock of the Surviving Corporation represented by such outstanding certificate as provided above.

Each certificate representing Common Stock or Preferred Stock of the Surviving Corporation so issued in the Merger shall bear the same legends, if any, with respect to the restrictions on transferability as the certificates of CyberMedia-California so converted and given in exchange therefor, unless otherwise determined by the Board of Directors of the Surviving Corporation in compliance with applicable laws.

If any certificate for shares of the Surviving Corporation's stock is to be issued in a name other than that in which the certificate surrendered in exchange therefor is registered, it shall be a condition of issuance thereof that the certificate so surrendered shall be properly endorsed and otherwise in proper form for transfer, that such transfer otherwise be proper and comply with applicable securities laws and that the person requesting such transfer pay to the Exchange Agent any transfer or other taxes payable by reason of issuance of such new certificate in a name other than that of the registered holder of the certificate surrendered or establish to the satisfaction of the Surviving Corporation that such tax has been paid or is not payable.

IV. GENERAL

4.1 ~~Covenants of CyberMedia-Delaware~~ CyberMedia-Delaware covenants and agrees that it will, on or before the Effective Date of the Merger:

- (a) Qualify to do business as a foreign corporation in the State of California and in connection therewith irrevocably appoint an agent for service of process as required under the provisions of Section 2105 of the California General Corporation Law.
- (b) File any and all documents with the California Franchise Tax Board necessary for the assumption by CyberMedia-Delaware with the franchise tax liabilities of CyberMedia-California.
- (c) Take such other actions as may be required by the California General Corporation Law.

4.2 ~~Further Assurances~~ From time to time, as and when required by CyberMedia-Delaware or by its successors or assigns, there shall be executed and delivered on behalf of CyberMedia-California such deeds and other instruments, and there shall be taken or caused to be taken by it such further and other actions as shall be appropriate or necessary in order to vest or perfect in or conform of record or otherwise by CyberMedia-Delaware the title to and possession of all the property, interests, assets, rights, privileges, immunities, powers, franchises and authority of CyberMedia-California and otherwise to carry out the purposes of this Agreement, and the officers and directors of CyberMedia-Delaware are fully authorized in the name and on behalf of CyberMedia-California or otherwise to take any and all such action and to execute and deliver any and all such deeds and other instruments.

4.3 ~~Abandonment~~ At any time before the Effective Date of the Merger, this Agreement may be terminated and the Merger may be abandoned for any reason whatsoever by the Board of Directors of either CyberMedia-California or of CyberMedia-Delaware, or of both, notwithstanding the approval of this Agreement by the shareholders of CyberMedia-California or by the sole stockholder of CyberMedia-Delaware, or by both.

4.4 ~~Amendment~~ The Boards of Directors of the Constituent Corporations may amend this Agreement at any time prior to the filing of this Agreement (or certificate in lieu thereof) with the Secretary of State of the State of Delaware, provided that an amendment made subsequent to the adoption of this Agreement by the stockholders of either Constituent Corporation shall not: (1) alter or change the amount or kind of shares, securities, cash, property and/or rights to be received in exchange for or on conversion of all or any of the shares of any class or series thereof of such Constituent Corporation, (2) alter or change any term of the Certificate of Incorporation of the Surviving Corporation to be effected by the Merger, or (3) alter or change any of the terms and conditions of this Agreement if such alteration or change would adversely affect the holders of any class or series of capital stock of any Constituent Corporation.

4.5 Registered Office. The registered office of the Surviving Corporation in the State of Delaware is 1209 Orange Street, Wilmington, County of New Castle, DE 19801 and The Corporation Trust Company is the registered agent of the Surviving Corporation at such address.

4.6 Agreement. Executed copies of this Agreement will be on file at the principal place of business of the Surviving Corporation at 3000 Ocean Park Boulevard, Suite 2001, Santa Monica, California 90405, and copies thereof will be furnished to any stockholder of either Constituent Corporation, upon request and without cost.

4.7 Governing Law. This Agreement shall in all respects be construed, interpreted and enforced in accordance with and governed by the laws of the State of Delaware and, so far as applicable, the merger provisions of the California General Corporation Law.

4.8 FIRPTA Notification. (a) On the Effective Date of the Merger, CyberMedia-California shall deliver to CyberMedia-Delaware, as agent for the shareholders of CyberMedia-California, a properly executed statement (the "Statement") substantially in the form attached hereto as Exhibit A. CyberMedia-Delaware shall retain the Statement for a period of not less than seven years and shall, upon request, provide a copy thereof to any person that was a shareholder of CyberMedia-California immediately prior to the Merger. In consequence of the approval of the Merger by the shareholders of CyberMedia-California, (i) such shareholders shall be considered to have requested that the Statement be delivered to CyberMedia-Delaware as their agent and (ii) CyberMedia-Delaware shall be considered to have received a copy of the Statement at the request of the CyberMedia-California shareholders for purposes of satisfying CyberMedia-Delaware's obligations under Treasury Regulation Section 1.1445-2(c)(3).

(b) CyberMedia-California shall deliver to the Internal Revenue Service a notice regarding the Statement in accordance with the requirements of Treasury Regulation Section 1.897-2(h)(2).

IN WITNESS WHEREOF, this Agreement having first been approved by the resolutions of the Board of Directors of CyberMedia-California and CyberMedia-Delaware is hereby executed on behalf of each of such two corporations and attested by their respective officers thereunto duly authorized.


CyberMedia, Inc.
a Delaware corporation

By: 
Brad Kingsbury, Vice President

ATTEST:


Arthur F. Schneiderman
Assistant Secretary

CyberMedia, Inc.
a California corporation

By: 
Brad Kingsbury, Vice President

ATTEST:


Arthur F. Schneiderman
Assistant Secretary

**CERTIFICATE OF SECRETARY
OF
CyberMedia, Inc.
(a Delaware corporation)**

I, Arthur F. Schneiderman, the Assistant Secretary of CyberMedia, Inc., a Delaware corporation (the "Corporation"), hereby certify that the Agreement and Plan of Merger to which this Certificate is attached was duly signed on behalf of the Corporation by its Vice-President and Assistant Secretary under the corporate seal of the Corporation and was duly approved and adopted by a unanimous vote of the outstanding stock entitled to vote thereon by written consent of the sole stockholder of the Corporation dated October 3, 1996.

Executed effective on October 16, 1996.

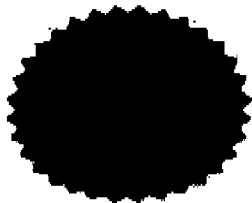

Arthur F. Schneiderman, Assistant Secretary

Delaware

PAGE 1

The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AGREEMENT OF MERGER OF "CYBERMEDIA, INC.", FILED IN THIS OFFICE ON THE SEVENTEENTH DAY OF OCTOBER, A.D. 1996, AT 2 O'CLOCK P.M.



Harriet Smith Windsor
Harriet Smith Windsor, Secretary of State

2636886 8100

020340512

AUTHENTICATION: 1800939

DATE: 05-29-02

TRADEMARK

RECORDED: 10/07/2002

REEL: 002605 FRAME: 0347